

SAMPLE ONLY- REVIEW WITH YOUR OWN LEGAL COUNSEL

AGREEMENT NO. _____ BETWEEN
_____ COUNTY SHERIFF'S DEPARTMENT
AND _____ CONSERVATION DISTRICT

This Agreement is entered into by and between the _____ County Sheriff's Department, hereinafter referred to as "CSD" and _____ Conservation District, hereinafter referred to as "Contractor", for the purpose of providing jail industries employment to offenders from the _____ County Jail, hereinafter referred to as "Institution".

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the parties to employ county adult offenders in jail industries projects for the Contractor, pursuant to RCW 36.110. All jail industries projects are limited to those which can be properly supervised as determined by the Manager of the Institution and the Contractor's administrator/designee. Each project is subject to careful review for custody and security requirements. Each project requires the completion of a "Project Description" form, see Attachment A, which shall include a description of the work to be performed, the gratuity to be paid to offenders, and any additional costs or other work agreements. The Institution Manager, or designee, is authorized to sign the Project Description form on behalf of CSD.

2. TERM

The term of this Agreement shall begin upon full execution of the parties to this Agreement and shall continue until terminated by either party provided for herein. Each Project Description form shall contain a termination date for the individual project.

3. PAYMENT

A. In consideration of the services provided hereunder, the Contractor shall make payment to the Institution according to the payment schedule in the respective Project Description form.

B. The Institution shall designate an employee to assist in supervision and to submit monthly time sheets to a designated representative of the Contractor.

C. For offenders on jail industries assignments, the Contractor shall submit a monthly timesheet form, which identifies specific offenders and their hours worked for each pay period to the Institution for processing.

The Institution shall submit a monthly billing to the Contractor for payment due under the terms of this Agreement. The billing shall include as an attachment the applicable time sheet form(s).

SAMPLE ONLY- REVIEW WITH YOUR OWN LEGAL COUNSEL

The Contractor shall remit all payments to the Institution at the address indicated on the monthly billing. Time sheet forms shall accompany all payments and shall include the following information: individual's name, offender I.D. number, hours worked, pay rate, and amount earned.

D. CSD shall provide worker's compensation and state industrial insurance for offenders provided for jail industries under this Agreement.

4. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice beginning on the second day after the mailing, in whole or in part, when it is in the best interest of the party. If this Agreement is so terminated each of the parties shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

5. SELECTION OF OFFENDERS

The CSD/Institution will be responsible for selection of offender workers assigned to jail industries crews to ensure adequate security for public safety.

6. SUPPLIES/EQUIPMENT

The CSD/Institution shall provide offender workers with necessary clothing and basic safety equipment, i.e. goggles, gloves, hearing protective devices, work boots, etc. Specialized safety equipment and/or clothing shall be provided by the Contractor unless otherwise agreed. The Contractor shall provide all necessary tools and equipment required to complete the project requirements.

7. SUPERVISION

The Institution shall provide custody supervision of offender workers assigned on jail industries crews. The Contractor shall provide adequate instruction and direction for offender workers on jail industries projects to ensure proper and safe work performance.

8. TRAINING

The CSD/Institution shall ensure that offender workers and crew supervisors assigned to jail industries crews receive job and safety training in compliance with all applicable laws or regulations such as but not limited to OSHA and WISHA.

The CSD/Institution shall provide an orientation to the Contractor regarding CSD guidelines, facility rules, and communication procedures.

SAMPLE ONLY- REVIEW WITH YOUR OWN LEGAL COUNSEL

9. PUBLIC INFORMATION

Neither party shall arrange for news media coverage without the consent of the other party, nor shall either party release information to the news media without the consent of the other party.

10. WORK PRODUCT AND INDEMNIFICATION

As the CSD/Institution provide; supervision of offender workers for security purposes only, CSD, its agents or employees assume no responsibility for the quality of the work performed by offenders on jail industries crews, nor guarantees any work so performed. The CSD, its agents or employees assume no responsibility for any damages resulting from the performance by offender jail industries hereunder, except for those damages resulting solely from the negligence of the CSD, its agents or employees.

11. TRANSPORTATION

Transportation to and from the work project shall be the sole responsibility of the Institution unless otherwise agreed upon by the parties as may be specified in the Project Description.

12. DISPUTES

Should a dispute arise concerning the terms of this Agreement and it cannot be resolved informally, the dispute shall be settled by an independent arbitrator chosen by mutual consent of both parties. The decision of the arbitrator shall be binding.

13. CHANGES AND MODIFICATIONS

No changes or modifications to this Agreement shall be binding unless agreed to in writing by the parties hereto prior to such change or modification. Only the Sheriff or designee has the authority to alter, amend, modify or waive any clause or condition of this Agreement for CSD.

SAMPLE ONLY- REVIEW WITH YOUR OWN LEGAL COUNSEL

14. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No understandings or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. As used herein, reference to the Agreement shall include this Agreement and any project descriptions executed herein.

CONSERVATION DISTRICT

COUNTY SHERIFF'S DEPARTMENT

Date

Date

THIS CONTRACT HAS BEEN APPROVED AS TO FORM ONLY BY THE
_____ LEGAL COUNSEL.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CONTRACT PLEASE CONTACT

JILL WILL, EXECUTIVE DIRECTOR
JAIL INDUSTRIES BOARD
PHONE 360-486-2432
FAX 360-486-2381
EMAIL jwill@cjtc.state.wa.us

SAMPLE ONLY- REVIEW WITH YOUR OWN LEGAL COUNSEL

_____ County Sheriff's Department
Jail Industries Crew Project Description

Contract Number: _____

Correctional Facility: _____

Contractor: _____ Conservation District

Project Description:

To provide a supervised jail industries crew of up to _____ workers to perform habitat restoration and enhancement projects authorized by the Conservation Reserve Enhancement Program. Tasks shall be limited to only those tasks directly related to habitat restoration and enhancement which provide a public benefit as follows:

[INSERT DETAILED DESCRIPTION OF WORK TO BE PERFORMED]

Project Location:

[INSERT LOCATION INFORMATION AND FARM CONSERVATION PLAN OR COOPERATOR AGREEMENT REFERENCE INFORMATION AS APPLICABLE]

Projected offender work hours: [INSERT TOTAL LABOR HOURS]

Projected dates of contract: [INSERT START/COMPLETION DATES]

Payment Terms:

The contractor will be billed at the rate of :

[INSERT NEGOTIATED REIMBURSABLE EXPENSES PAYABLE TO THE COUNTY SHERIFF'S DEPARTMENT, FOR EXAMPLE

\$ X.XX per offender hour worked:

\$ X.XX per crew supervisor hour worked:

\$X.XX per mile transportation expense:]

CSD shall submit a monthly billing to the Contractor at:

[INSERT BILLING CONTACT INFORMATION]

Contractor shall submit monthly payment to CSD at:

[INSERT PAYMENT CONTACT INFORMATION]

CONTRACTOR:

Sheriff's Department

Date

Sheriff (designee) Date